

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO/C9E		PAGE OF PAGES 1 50			
2. CONTRACT NO.		3. SOLICITATION NO. N00174-06-R-0055		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 18 Jul 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. BLDG. 1558 ATTN: KAY PROCTOR C11W KAY.PROCTOR@NAVY.MIL INDIAN HEAD MD 20640-5035  CODE N00174  TEL: 301/744-6680 FAX: 301/744-6546				8. ADDRESS OFFER TO (If other than Item 7)  See Item 7  CODE  TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 1558</u> until <u>03:00 PM</u> local time <u>21 Aug 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

## Section B - Supplies or Services and Prices

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/P</u>	<u>AMOUNT</u>
LOT I	Base Quantity			
0001	CNU-415D/E Container in accordance with Drawing # 3931AS100			
0001AA	First Article Same as 0001	1 each	\$ _____	\$ _____
0001AB	Production Quantity Same as 0001	228 each	\$ _____	\$ _____
0001AC	Production Quantity Same as 0001, if First Article Waived.	228 each	\$ _____	\$ _____
0002	CNU-492/E Containers in accordance with Drawing # DL3215AS100			
0002AA	First Article Same as 0002	1 each	\$ _____	\$ _____
0002AB	Production Quantity Same as 0002	50 each	\$ _____	\$ _____
0002AC	Production Quantity Same as 0002, if First Article Waived.	50 each	\$ _____	\$ _____
0003	CNU-493/E Containers in Accordance with Drawing #DL3214AS100			
0003AA	First Article Same as 0003	1 each	\$ _____	\$ _____
0003AB	Production Quantity Same as 0003	50 each	\$ _____	\$ _____
0003AC	Production Quantity Same as 0003, if First Article Waived.	50 each	\$ _____	\$ _____

## LOT II, OPTION I, PRODUCTION PHASE (TIME OF OPTION EXERCISED THROUGH 1 YEAR THEREAFTER)

0004	Same as Item 0001			
0004AA	Same as Item 0004	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____

76-100 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

0005 Same as Item 0002

0005AA Same as Item 0005 Maximum 100 each \$ \_\_\_\_\_

1-50 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

51- 75 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

76-100 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

0006 Same as Item 0003

0006AA Same as Item 0006 Maximum 100 each \$ \_\_\_\_\_

1-50 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

51- 75 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

76-100 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

Note: Maximum amount shall be Option Year I – 120 each X the unit price for quantity 1-50 each which will be used for evaluation purposes.

LOT III, OPTION II, PRODUCTION PHASE (TIME OF OPTION EXERCISED THROUGH 1 YEAR THEREAFTER)

0007 Same as Item 0001

0007AA Same as Item 0007 Maximum 100 each \$ \_\_\_\_\_

1-50 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

51- 75 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

76-100 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

0008 Same as Item 0002

0008AA Same as Item 0008 Maximum 100 each \$ \_\_\_\_\_

1-50 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

51- 75 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

76-100 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

0009 Same as Item 0003

0009AA Same as Item 0009 Maximum 100 each \$ \_\_\_\_\_

1-50 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

51- 75 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

76-100 each \$ \_\_\_\_\_ \$ \_\_\_\_\_

Note: Maximum amount shall be Option Year II – 120 each X the unit price for quantity 1-50 each which will be used for evaluation purposes.

## LOT IV, OPTION III, PRODUCTION PHASE (TIME OF OPTION EXERCISED THROUGH 1 YEAR THEREAFTER)

0010 Same as Item 0001

0010AA	Same as Item 0010	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____
		76-100 each	\$ _____	\$ _____

0011 Same as Item 0002

0011AA	Same as Item 0011	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____
		76-100 each	\$ _____	\$ _____

0012 Same as Item 0003

0012AA	Same as Item 0012	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____
		76-100 each	\$ _____	\$ _____

Note: Maximum amount shall be Option Year III – 120 each X the unit price for quantity 1-50 each which will be used for evaluation purposes.

## LOT V, OPTION IV, PRODUCTION PHASE (TIME OF OPTION EXERCISED THROUGH 1 YEAR THEREAFTER)

0013 Same as Item 0001

0013AA	Same as Item 0013	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____
		76-100 each	\$ _____	\$ _____

0014 Same as Item 0002

0014AA	Same as Item 0014	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____
		76-100 each	\$ _____	\$ _____

0015 Same as Item 0003

0015AA	Same as Item 0015	Maximum 100 each		\$ _____
		1-50 each	\$ _____	\$ _____
		51- 75 each	\$ _____	\$ _____
		76-100 each	\$ _____	\$ _____

Note: Maximum amount shall be Option Year IV – 120 each X the unit price for quantity 1-50 each which will be used for evaluation purposes.

LOT II through LOT V is for production phase of this contract. This phase will be an Indefinite Delivery Type Contract, with a Firm Fixed Price IDIQ Delivery Orders being issued. Section B is set up to include a pricing structure to benefit from quantity discounts.

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## CLAUSES INCORPORATED BY FULL TEXT

### **HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.



## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)**

- (a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".
- (b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.
- (c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0033 - LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992)**

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): \_\_

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**HQ D-1-0005 - PACKAGING LANGUAGE (W/MIL-E-17555 REQUIREMENT)**

Item(s) \_ - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked Level A in accordance with Military Specification MIL-E-17555H(2), dated 2 November 1992.

## CLAUSES INCORPORATED BY FULL TEXT

**HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

**HQ D-2-0006 – MARKING AND PACKING LIST(S) (NAVSEA)(NOV 1996)**

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provide by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

**HQ E-2-0003 - CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)**

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

**HQ E-2-0004 - COST OF QUALITY DATA (NAVSEA) (MAY 1995)**

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

**HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)**

Item(s) 0001-through 0015AA - Inspection and acceptance shall be made at destination by a representative of the Government.

**HQ E-2-0008 - INSPECTION AND TEST RECORDS (MAY 1995)**

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

**HQ E-2-0016 SUPPLEMENTAL QUALITY REQUIREMENTS (NAVSEA) (MAR 2001)**

Supplementary Quality Requirements: The contractor shall implement a documented inspection system in accordance with the following paragraphs/subparagraphs of ANSI/ASQC Q9002-1994, Quality Systems - Model for Quality Assurance in Production, Installation, and Servicing:

- 4.2 Quality System
- 4.2.1 General
- 4.2.2 Quality System Procedures
- 4.5 Document and Data Control
- 4.5.1 General
- 4.5.2 Document and Data Approval and Issue
- 4.5.3 Document and Data Changes
- 4.6 Purchasing
- 4.6.1 General
- 4.6.4.2 Customer Verification of Subcontracted Product
- 4.7 Control of Customer-Supplied Product
- 4.9 Process Control
- 4.10 Inspection and Testing
- 4.10.1 General

- 4.10.2 Receiving Inspection and Testing
- 4.10.2.1 Receiving Inspection and Testing
- 4.10.2.2 Receiving Inspection and Testing
- 4.10.2.3 Receiving Inspection and Testing
- 4.10.3 In-process Inspection and Testing
- 4.10.4 Final Inspection and Testing
- 4.10.5 Inspection and Test Records
- 4.11 Control of Inspection, Measuring, and Test Equipment
- 4.11.1 General
- 4.11.2 Control Procedures
- 4.12 Inspection and Test Status
- 4.13 Control of Nonconforming Product
- 4.13.1 General
- 4.13.2 Review and Disposition of Nonconforming Product
- 4.14 Corrective and Preventive Action
- 4.14.2 Corrective Action
- 4.16 Control of Quality Records

The Contractor may also elect to use another inspection system meeting the above requirements. Whichever inspection system the Contractor elects to implement shall be utilized throughout the entire life cycle of the contract. In addition, the Contractor shall notify the PCO and the cognizant ACO, in writing, which system is selected.

#### **HQ E-2-0017 - USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)**

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

#### **IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

(a) Marking shall be in accordance with ASTM D 3951-98, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg:

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

**HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)**

Item(s) **0001AB, 0001AC, 0002AB, 0002AC, 0003AB, 0003AC through 0015AA\_** - Inspection and acceptance shall be made at destination by a representative of the Government.

CLAUSES INCORPORATED BY FULL TEXT

**IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000**

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 60days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

**IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

**Line items: 0001AB or 0001AC will be ship to the following address:**

**(Quantity of 228 each of Drawing #3931AS100) Ship To: Raytheon Missile Systems  
1151 E. Hermans Rd.  
Building 866 FACO Receiving Dock  
Tucson, AZ 85706**

**Line items: 0002AB or 0002AC will be ship to the following addresses:**

**(Quantity of 25 each of Drawing #DL3215AS100) Ship To: MALS-13 R57082  
Building 328 E Speer, ST  
MCAS, Yuma AZ 85369**

**(Quantity of 25 each of Drawing #DL3215AS100) Ship To: V09114 MALS- 14 RMD  
ATTN: 71B Ordnance Building 1229  
Building 1016 Bay G  
MCAS Cherry Point, NC 28533**

**Line items: 0003AB or 0003AC will be ship to the following addresses:**

**(Quantity of 25 each of Drawing #DL3214AS100) Ship To: MALS-13 R57082  
Building 328 E Speer, ST  
MCAS, Yuma AZ 85369**

**(Quantity of 25 each of Drawing #DL3214AS100) Ship To: V09114 MALS- 14 RMD  
ATTN: 71B Ordnance Building 1229  
Building 1016 Bay G  
MCAS Cherry Point, NC 28533**

**The Option Years ship to address will be determine at time of exercise of option.**

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

5252.232-9000	5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)	MAR 2000
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## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure Of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2006
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **1** unit(s) of Lot/Item **0001AA, 0002AA, and 0003AA** within **120** calendar days from the date of this contract to the Government at **NAVSEA, Indian Head Division, Detachment Earle, PHST Center, 201 Hwy 34 South, Colts Neck, NJ 0772-5023, Attn: Richard Cellary E423**, for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **30** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of

conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [ ] through [ ] [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **365 days after date of contract or 365 days after the exercise of option.**

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J INSTRUCTION

List of Drawings

1. CNU-415D/E SHIPPING CONTAINER DRAWING # 3931AS100
2. CNU-492/E SHIPPING CONTAINER DRAWING# DL3215AS100
3. CNU-493/E SHIPPING CONTAINER DRAWING# DL3214AS100

**NOTE: THE DRAWINGS ARE NOT ATTACH TO THIS SOLICITATION. IF YOU HAVE FOLLOWED THE INSTRUCTION IN THE NECO (SYNOPSIS) AND REGISTERED BY EMAIL TO THE CONTRACT SPECIALIST YOU WILL RECEIVE IN THE MAIL (4) DISC WITH THE DRAWINGS ON IT.**

**IF YOU HAVE NOT REGISTER WITH THE CONTRACT SPECIALIST, TO OBTAIN A COPY OF THE DRAWINGS YOU MUST REQUEST A COPY THROUGH THE CONTRACT SPECIALIST AT THE FOLLOWING EMAIL ADDRESS: [kav.proctor@navy.mil](mailto:kav.proctor@navy.mil).**

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----



☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **332439**.

(2) The small business size standard is **500 Employee's**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **332439**

(2) The small business size standard is **500 Employee's**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules



and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

## 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.211-7004	Alternate Preservation, Packaging, and Packing	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE SUPPLY** contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**NAVSEA, INDIAN DIVISION  
Attn: Patricia Downey Code C11  
101 Strauss Ave  
Indian Head MD 20640-5035**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[ [www.arnet.gov/far/](http://www.arnet.gov/far/)]

End of provision

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE  
(NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

## SECTION L PROPOSAL REQUIREMENTS

### I. GENERAL INSTRUCTIONS

Each Offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of understanding or cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired.

The Offeror shall not repeat information required in the responses in two or more proposal data requirements. Such information shall be presented in detail in the one area of the proposal where it contributes most critically to the discussion of the data requirement. In other areas where discussion of the same information is necessary, the Offeror shall refer to the initial discussion and identify its location within his proposal.

The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal. This shall include cross-referencing for traceability. **The proposal shall not contain Hyperlinks.**

Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions.

When evaluating an Offeror, the Government will consider how well the Offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an Offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages Offerors to contact the Contracting Officer by telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions. The Offeror will be evaluated on the following factors, which are listed in descending order of importance:

- (1) Offer/Proposal Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

An offer/proposal submission must be acceptable in order for an Offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offer/proposal submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an Offeror's capability to be significantly more important than price.

These evaluation factors are broken into two categories- "offer/proposal" and "capability".

- a. "Offer/Proposal" factors are those evaluation factors that will become part of the contract if and when it is awarded, hence, the proposal or offer which contains the model contract, inclusive of Sections A through J of the solicitation.
- b. "Capability" factors (i.e., relevant experience, past performance and personnel) are those factors that will be used to evaluate the capability of the competing Offerors. The factors DO NOT become part of the contract but they play a key role in the source selection process.

Source Selection shall be determined using the LOCAR (Level of Confidence Assessment Rating) methodology.

## A. Offer/Proposal Submission

The Government will evaluate offer/proposal submissions for acceptability on a pass or fail basis. A submission is acceptable when the Offeror promises assent, without exception, to the terms and conditions, and work statement presented in the RFP. An acceptable submission is valued at 100 points. Omission of any of the required information will result in a score of zero (0). The final Offeror Acceptability (Promised Value) score will either be 100 or zero (0) points. If a submission is found to be unacceptable, then Offeror capability and cost/price will not be evaluated or scored. **Only an acceptable submission will be evaluated.** The RFP includes the potential (or model) contract or proposal consisting of:

### Volume I - Offer/Proposal (2 copies)

- Completion of blocks 12 through 18 of the SF33 by the Offeror
- Section B CLIN prices or costs and fees inserted by the Offeror
- Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the Offeror
- Sections A through J of the solicitation completed, all requested information provided and returned by the Offeror in its entirety with no exceptions taken
- Acceptance via signature of all amendments

These items constitute the Offeror's assent to the terms of the RFP and the Offeror's proposal prices or estimated cost and fee. By submitting these items, a promise is made by the Offeror to accede to the terms and conditions of the RFP and complete the specified work in accordance with those terms and conditions the Government will develop the promised value for each Offeror from this information.

### Volume II - Offeror Capability Information (3 copies)

- Relevant Experience Matrix and Supportive Narrative (not to exceed 15 pages)
- Past Performance Matrix
- Square footage of facility
- Welder certification
- Videotape of facility (1 copy)
- Standard operating procedure and shop traveler (sample)
- Resources
- Section K completed by the Offeror

### Volume III - Cost and Price Information (2 copies)

## B. Offeror Capability Information

### (1) Relevant Experience

*Experience is the opportunity to learn by doing.* The Offeror shall provide evidence that demonstrates, during the past three (3) years, the opportunity to learn as a business entity about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with the manufacturing, assembly and testing of hermetically-sealable extruded aluminum shipping containers. The Offeror shall identify Federal, state and local Governments, and private contracts, (contract #, technical point of contact and address/telephone number) performed by them within the past three (3) years that were similar in nature to the requirements of this RFP. This shall include a list of all first tier subcontractors for each prime contract reference, and the name of their customer's customer for each subcontract reference. The information shall be submitted on the *Relevant Experience Matrix (Attachment 1)*. A supportive narrative, as to the benefits gained from each contract/subcontract reference identified, shall be included with the Matrix. This should be a summary of the Offeror's relevant experience in each of the drawing task areas and shall discuss the direct relevancy to the drawing

task areas. It shall not parrot the drawing task descriptions, as that is ineffective in supporting the Offeror's claim of having gained relevant experience in the given task area. **This narrative shall not exceed 15 pages in total.** The Offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken.

*The Offeror will not attribute to its experience, the individual experience of its current or prospective employees.*

The Offeror shall also specify to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort. The Government will give greater weight to prime contractor experience than subcontract experience. The Government will evaluate members of a joint venture independently for experience. Concerning the proposing Joint Venture, the Government will give greater weight to the experience of the managing partner, rather than to the experience of the participating members.

## **(2) Past Performance**

*Past performance* is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix (Attachment 2)*, who will be able to provide information regarding the Offeror's past performance during the past three (3) years regarding: (1) quality of product or service, (2) cost control; (3) schedule; (4) business relationships; (5) customer satisfaction, and (6) key personnel. The Offeror's reference information must be current to facilitate the evaluation process. All references provided shall include those customers for which an experience was documented under the Relevant Experience Matrix (attachment 1).

The Offeror will submit the *Past Performance Questionnaire (Attachment 3)* to each of the references listed on the *Past Performance Matrix (Attachment 2)*, a minimum of three (3) is required. The Offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center, Indian Head Division  
101 Strauss Avenue  
Attn: Kay Proctor, Code C11, Bldg 1558  
Indian Head, MD 20640-5035

Fax: (301) 744-6680 Email: kay.proctor@navy.mil

Completed Past Performance Questionnaires may be mailed, faxed or emailed to the contract specialist.

The Offerors' selected references must be listed on the Past Performance Matrix. **Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the Government to rank the Offeror's past performance and may effect the overall Level of Confidence (LOCAR) of the Offeror's capability.**

In the investigation of an Offeror's past performance, the Government reserves the right to contact former customers and Government agencies, and other private and public sources of information.

The Offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the Offeror and to what extent subcontractors performance has contributed to the past performance evaluation. The Government will give greater weight to prime contractor past performance than subcontractor past performance. The Government will evaluate members of a joint venture independently for past performance. The Government will give greater weight to the past performance of the managing partner, concerning the proposing Joint Venture, rather than the past performance of the participating members.



Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

### **(3) Manufacturing Methods and Quality Control**

The offeror shall demonstrate that processes exist to manufacture and test the containers in accordance with the applicable Critical Item Product Fabrication Specification. The offeror shall provide evidence of their process control (i.e. shop traveler) with details that include each phase of the manufacture, assembly and testing process. The offeror shall list their relevant Standard Operating Procedures that exist to produce/test containers. The offeror shall provide evidence that they have a Quality Control Manual and provide certifications to ISO-9001, if applicable. The offeror must have an inspection system conforming to the requirements of ANSI/ASQC-Q9001.

### **(4) Resources**

The offeror shall demonstrate that they have the facilities, equipment, and trained personnel to manufacture and test the shipping containers to ensure delivery at the required rate. The offeror shall provide a layout of the facilities that indicates square footage of each area i.e. – office, manufacturing area, etc. The offeror shall list equipment available for manufacturing and testing. The list of testing equipment shall indicate last calibration date, and to which calibration standards the equipment is certified. The offeror shall identify that all proposed welders are certified to standard AWS D1.2. The information above shall be supplied in writing and shall be accompanied by a **NOT TO EXCEED** 5 minute video tape (VHS) showing the material receipt and storage areas, welding equipment and assembly and testing areas of the contractor's facility.

## **C. Cost/Price Information**

The price proposal shall include the completed solicitation document and any available pricing information to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past pricing history, etc.).

**RELEVANT EXPERIENCE MATRIX**

<b>References:</b>	3931AS101 Dimensions and Tolerances	3931AS118 Dimensions and Tolerances	3737AS103 Dimensions and Tolerances	PHST-181 Para 3.2.1.2 Leakage Test

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

**KEY:**

P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)

S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)  
Attachment (1)

**Past Performance Matrix**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

References column should include government activity/ company name, address, POC and telephone number.  
(Attachment 2)

**PAST PERFORMANCE QUESTIONNAIRE**  
**FOR SOLICITATION NUMBER N00174 -06-R-0055**

**Offeror's Name:** \_\_\_\_\_

\*\*\*\*\*

**Name of agency/activity completing questionnaire:** \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

\_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY 11 AUG 2006**

**TO:**

**Naval Surface Warfare Center**

**101 Strauss Avenue, Bldg. 1558**

**Indian Head, MD 20640-5035**

**Kay Proctor, Contract Specialist, Code C11W**

**e-mail address: kay.proctor@navy.mil**

\*\*\*\*\*

**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA**

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average** - The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

**N/A** - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

Attachment (3)

[illegible]

## CUSTOMER SATISFACTION

The referenced contractor was responsive to the customer's needs.

The contractor's personnel were qualified to meet the requirements.

The contractor's ability to accurately estimate cost.

## TIMELINESS

The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.

## TECHNICAL SUCCESS

The contractor has a clear understanding of the tasks detailed in the SOW and/or delivery orders.

The contractor's ability to complete tasks correctly the first time.

The contractor's ability to resolve problems.

## PROGRAM MANAGEMENT

Did the contractor successfully manage its subcontractors?

Was the contractor's management effective in controlling cost, schedule and performance requirements?

## QUALITY

The contractor's quality and reliability of services delivered.

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

## Section M - Evaluation Factors for Award

**SECTION M EVALUATION FACTORS FOR AWARD****I. GENERAL INFORMATION**

The Government will award the contract to the Offeror representing the best value. The Government will determine best value on the basis of the following factors (in descending order of importance):

- (1) Offer/Proposal Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

An offer/proposal submission must be acceptable in order for an Offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offer/proposal submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an Offeror's capability to be significantly more important than price.

These evaluation factors are broken into two categories- "offer/proposal" and "capability".

- a. "Offer/Proposal" factors are those evaluation factors that will become part of the contract if and when it is awarded, hence, the proposal or offer which contains the model contract, inclusive of Sections A through J of the solicitation.
- b. "Capability" factors (i.e., relevant experience, past performance and personnel) are those factors that will be used to evaluate the capability of the competing Offerors. The factors DO NOT become part of the contract but they play a key role in the source selection process.

Source Selection shall be determined using the LOCAR (Level of Confidence Assessment Rating) methodology.

<b>FACTORS</b>	<b>WEIGHTING</b>
(1) Relevant Experience	Most Important
(2) Past Performance	2 <sup>nd</sup> Most Important
(3) Manufacturing Methods & Quality Control	3 <sup>rd</sup> Most Important
(4) Resources	4th Most Important

**A. Offer/Proposal Submission**

The Government will evaluate Offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I- Offer/Proposal, Volume II-Offeror Capability Information, and Volume III-Cost & Price Information, which shall be submitted in separate volumes.

The Government will consider any offer/proposal, that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the Offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An Offeror may eliminate a deficiency in its offer only through discussions, and only if permitted by the Government, in accordance with the paragraph below. However, the Government intends to award without discussions. Capability Information constitutes "other written information" and is not part of the offer/proposal. Pursuant to FAR 15.306, exchanges of information with the Offeror after receipt of proposals may be permitted. The Government will assess the extent to which each Offeror

complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactory.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with Offerors in a competitive range, if necessary, and to permit such Offerors to revise their offer/proposal.

The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer/proposal, should contain the Offeror's best terms from their offer/proposal and cost/price standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those Offerors determined to have a reasonable chance for award.

## **B. Offeror Capability Information**

### **(1) Relevant Experience**

*Experience* is the opportunity to learn by doing. The Government will assess each Offeror's work records to determine whether, during the past (3) years, the Offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the work that will be required under the prospective contract. The Government will try to determine how many opportunities an Offeror has had, as a business entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the Offeror's relevant experience as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the Offeror has simply parroted the drawing task descriptions, or whether distinct, relevant information has been provided.

The Government will not attribute to an Offeror *the individual experience of the Offeror's current or prospective employees*. The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort. The Government will give greater weight to prime contractor experience than subcontract experience. The Government will evaluate members of a joint venture independently for experience. Concerning the proposing Joint Venture, the Government will give greater weight to the experience of the managing partner, rather than to the experience of the participating members.

### **(2) Past Performance**

*Past Performance* is a measure of the degree to which an Offeror, as an organization, has, during the past three (3) years; (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Government will inquire about: (1) quality of product or service, (2) cost control; (3) schedule; (4) business relationships; (5) customer satisfaction, and (6) key personnel. In the investigation of an Offeror's past performance the Government will contact former customers and Government agencies, and other private and public sources of information. The Offeror's reference information must be current to facilitate the evaluation process. **Failure of the Offeror's references to respond within the timeframe required may result in the inability of the Government to rank the Offeror's past performance and may effect the Level Of Confidence Assessment Rating (LOCAR) of the Offeror's capability.**

The Government will also assess the role that subcontractors have played in contributing to the successes and/or failures of the Offeror and to what extent subcontractors' performance has contributed to the past performance evaluation. The Government will give greater weight to prime contractor past performance than subcontractor past performance. The Government will evaluate members of a joint venture independently for past performance. The Government will give greater weight to the past performance of the managing partner, concerning the proposing Joint Venture, rather than the past performance of the participating members.

### **(3) Manufacturing Methods and Quality Control**

The Government will evaluate the processes exist to manufacture and test the containers in accordance with the applicable Critical Item Product Fabrication Specification. The Government will evaluate the evidence of the offeror process control (i.e. shop traveler) with details that include each phase of the manufacture assembly and testing processes. The Government will evaluate the Standard Operating Procedures that exist to produce/test containers. The Government will evaluate the a copy of the offerors Quality Control Manual and provide certifications to ISO-9001, if applicable. The Government will evaluate the offeror inspection system conforming to the requirements of ANSI/ASQC-Q9001.

### **(4) Personnel Resources**

The Government will evaluate that they have the facilities, equipment, and trained personnel to manufacture and test the shipping containers to ensure delivery at the required rate. The offeror shall indicate square footage of facilities i.e. – office, manufacturing area, etc. The offeror shall list equipment available for manufacturing and testing. The list of testing equipment shall indicate last calibration date, and to which calibration standards the equipment is certified. The offeror shall identify that all proposed welders are certified to standard AWS D1.2, and the length of employment with the company. The information above shall be supplied in writing and shall be accompanied by a **NOT TO EXCEED** 5 minute video tape (VHS) showing the material receipt and storage areas, welding equipment and assembly and testing areas of the contractor's facility.

## **C. Cost/Price Information**

Although price is not the most important evaluation factor, it will not be ignored. This information can be used to: (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work.

## **II. SCORING PROCESS**

Each proposal shall be evaluated against the evaluation criteria set forth in the RFP. Proposals shall not be compared to each other during the evaluation process or to any other requirements that are not set forth in the RFP. The Government shall determine the Offeror that represents the best value to the Government using the LOCAR (Level of Confidence Assessment Rating) method. In developing the LOCAR for each Offeror the Government will consider that Offeror's relevant experience, past performance and personnel resources. After arriving at a LOCAR for each Offeror the Government shall determine an expected value for each Offer. Once the expected value for each Offeror is determined the Government will then compare/rank Offerors based on their expected value, to arrive at a decision as to the offer(s) that represent the best value to the Government.

### **A. Promised Value**

The following Table is an example of the rating process for the Offer/Proposal Acceptability (Promised Value) Determination:



**Table 1 – Offer/Proposal - Promised Value Determination**

<b>Offeror</b>	<b>Acceptable</b>	<b>Total Points (Promised Value)</b>
A	Yes	100
B	Yes	100
C	Yes	100
D*	No	0

\*Offeror D's submission is unacceptable and, therefore, further evaluation is not required since the Offeror received a promised value of zero (0).

**B. A Level of Confidence Assessment Rating (LOCAR)** will be assigned to each Offeror's capability. The following is the scale for the LOCAR:

**Less Confident (0 -.4)** (Less likely to succeed)

**More Confident (.6 -.94)** (More likely to succeed)

**Most Confident (.95 - 1.0)** (Most likely to succeed)

**Neutral (.5)** Indicates that the EP believes that success and failure are equally likely, that is, that the Offeror has a 50/50 chance of success. The score of .5 is appropriate when the EP has no basis for believing in either success or failure.

The Government will assign a LOCAR to the capability of each Offeror (including relevant experience, past performance, and personnel). The following Table is an example of the scoring process for the Offeror Capability Evaluation:

**Table 2 - Offeror Capability/LOCAR Determination**

<b>Offeror</b>	<b>Relevant Experience</b>	<b>Past Performance</b>	<b>Manufacturing Methods &amp; Quality Control</b>	<b>Resources</b>	<b>LOCAR</b>
A	Excellent	Excellent	Excellent	Excellent	.95
B	Good	Good	Good	Excellent	.8
C	None	Good	None	Good	.4
D*					None

\*Offeror D's submission is unacceptable, therefore, no LOCAR is assigned.

### **C. Level of Confidence and Expected Value**

The Government will determine its level of confidence in each acceptable Offeror on the basis of its evaluation of the Offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an Offeror is likely to keep the promises it made in its offer. The Government will use this rating in order to determine the relative expected value of each Offeror's promises.

The following Table 3 is an example of the scoring process used to determine Expected Value:

**Table 3 - Expected Value Determination**

<b>Offeror</b>	<b>Offer/Proposal</b>	<b>X</b>	<b>LOCAR</b>	<b>Expected Value</b>	<b>Price</b>
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	<b>Acceptability (Promised Value)</b>				
<b>A</b>	<b>100 points</b>	<b>X</b>	<b>.95</b>	<b>95%</b>	<b>\$16M</b>
<b>B</b>	<b>100 points</b>	<b>X</b>	<b>.8</b>	<b>80%</b>	<b>\$14M</b>
<b>C</b>	<b>100 points</b>	<b>X</b>	<b>.4</b>	<b>40%</b>	<b>\$21M</b>
<b>D</b>	<b>0 *</b>	<b>X</b>	<b>None</b>	<b>0%</b>	<b>\$19M</b>

\* Offeror D is unacceptable and, therefore, receives a promised value of zero (0).

#### **D. Best Value**

In order to determine which Offeror represents the best value, the Government will make a series of paired comparisons among the Offerors, trading off the differences in the nonprice factors against the difference in most probable price between the Offerors. If, in any paired comparison, of any two Offerors, one Offeror has both a higher Expected Value and has the lower price, then that Offeror is the best value. If the Offeror with the higher Expected Value and has the higher price, then the Government must decide whether the margin of higher Expected Value (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an Offeror representing the best value is identified.

#### **E. Single Offeror**

In the event where the Government only receives one acceptable proposal submission, the Government reserves the right to award only if: (1) the Offeror receives a total Expected Value score of 70% or higher and (2) the Offeror's costs are determined to be fair and reasonable for the Expected Value score received. Predicated on the Offeror meeting the specified Expected Value score and determination of costs being fair and reasonable, only then will the offeror be eligible for award.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.217-5

Evaluation Of Options

JUL 1990

#### **CLAUSES INCORPORATED BY FULL TEXT**

#### **HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)** **(NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.